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Clerk of the Superior Court

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ERICA HAMPTON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

MATTRESS FIRM, INC.,

Defendant.

Case No. 25CU003462C

Hon. Gregory W. Pollack

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT, PROVISIONAL CLASS
CERTIFICATION, AND CLASS NOTICE
PLAN

Date: October 31, 2025

Time: 9:30 a.m.

Dept.: C-71 (Central Courthouse)

1 On 5/16/25, 2025, this Court heard Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Settlement, Provisional Class Certification, and Class Notice Plan
3 ("Motion"). The Court reviewed the Motion, including the Settlement Agreement and Release
4 ("Settlement" or "Settlement Agreement"). Based on this Court's review and the findings below, the
5 Court concludes that the Settlement Agreement appears fair, reasonable, adequate, and within the range
6 of reasonableness for preliminary approval, and further finds good cause to grant the Motion.¹

7 1. The Settlement Agreement is the product of serious, informed, non-collusive negotiations
8 with Defendant Mattress Firm, Inc., and falls within the range of possible approval as fair, reasonable and
9 adequate.

10 2. The Class Notice (including the Long Form Notice, Email Notice, Website Notice, and
11 Claim Form): (a) constitute the best such forms of notice practicable under the circumstances; (b) the
12 methods for providing Class Notice to Settlement Class Members set forth in the Settlement Agreement
13 constitute valid, due, and sufficient notice to all members of the Settlement Class; and (c) the notices and
14 Class Notice plan set forth in the Settlement Agreement comply fully with the requirements of California
15 Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California and United
16 States Constitutions, and other applicable law.

17 3. For Settlement purposes only, the Settlement Class is so numerous that joinder of all Class
18 Members is impracticable.

19 4. For Settlement purposes only, Plaintiff's claims are typical of Settlement Class claims.

20 5. For Settlement purposes only, there are questions of law and fact common to the Settlement
21 Class, which predominate over any questions affecting only individual Settlement Class Members.

22 6. For Settlement purposes only, class certification is superior to other available methods for
23 the fair and efficient adjudication of the controversy.

24 **IT IS HEREBY ORDERED THAT:**

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27
28 ¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as in the
Settlement Agreement.

1 7. **Settlement Approval.** The Settlement Agreement and Class Notice (including the Long
2 Form Notice, Email Notice, Website Notice, and Claim Form) described therein are preliminarily
3 approved. The Settlement Agreement, including exhibits thereto, is preliminarily approved as fair,
4 reasonable, adequate, and within the range of reasonableness for preliminary approval.

5 8. **Provision of Class Notice.** Class Counsel through the Settlement Administrator will notify
6 Settlement Class Members of the Settlement in the manner specified under the Settlement Agreement.

7 9. **Class Certification for Settlement Purposes Only.** The Settlement Class is provisionally
8 certified as “All persons in California who purchased between one to four mattresses in a single
9 transaction from www.MattressFirm.com during the Class Period.” The “Class Period” means August 1,
10 2020 through July 16, 2024. Excluded from the Settlement Class are all persons who validly opt out of
11 the Settlement in a timely manner; counsel of record (and their respective law firms) for the Parties;
12 Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their
13 respective officers and directors; and the presiding judge in the Action or judicial officer presiding over
14 the matter, and all of their immediate families and judicial staff. In connection with this conditional
15 certification, the Court makes the following preliminary findings for settlement purposes only:

- 16 • The Settlement Class appears to be so numerous that joinder of all members is
17 impracticable.
- 18 • There appear to be questions of law or fact common to the Settlement Class for purposes
19 of determining whether this Settlement should be approved.
- 20 • Plaintiff’s claims appear to be typical of the claims being resolved through the proposed
21 Settlement.
- 22 • Plaintiff appears to be capable of fairly and adequately protecting the interests of the
23 Settlement Class in connection with the proposed Settlement.
- 24 • Common questions of law and fact appear to predominate over questions affecting only
25 individual persons in the Settlement Class. Accordingly, the Settlement Class appears to
26 be sufficiently cohesive to warrant settlement by representation.
- 27 • Certification of the Settlement Class appears to be superior to other available methods for
28 the fair and efficient resolution of the claims of the Settlement Class.

- Certification of the Settlement Class appears to meet all applicable requirements of law, including California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, and the California and U.S. Constitutions.

10. **Class Representative.** Plaintiff Erica Hampton is designated as Class Representative for the Settlement Class.

11. **Class Counsel.** The Court appoints Alexander E. Wolf and John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC as counsel for the Settlement Class. The Court finds that counsel is competent and capable of exercising all responsibilities as Class Counsel for the Settlement Class.

12. **Claim Submission.** Settlement Class Members must submit a complete and valid Claim Form on or before the Claim Deadline to be eligible for the Cash Benefit. Settlement Class Members who do not timely submit a valid Claim Form and elect the Cash Benefit will instead be receive the Credit Benefit, consistent with the Settlement Agreement.

13. **Exclusion from the Settlement Class.** Persons in the Settlement Class will possess the right to opt out by sending a written request to the Settlement Administrator by the Objection/Exclusion Deadline. All Settlement Class Members who do not opt out in accordance with the terms set forth herein will be bound by all determinations and judgments in this Action. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; (c) identify the name and case number of this Action; and (d) include the statement "I request to be excluded from the class settlement" in the Action. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within two (2) days of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will

1 not be bound by the Settlement, and will not have any right to object, appeal or comment thereon.
2 Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the
3 Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment
4 entered in this litigation if the Settlement is approved by the Court, regardless of whether they
5 ineffectively or untimely requested exclusion from the Settlement

6 **14. Objections and Appearances.**

7 a. Only Settlement Class Members may object to the Settlement. A Settlement Class
8 Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion
9 Deadline. All written objections and supporting papers must (a) contain and clearly identify the case
10 name and number; and (b) be filed with the Court, with a copy sent to the Settlement Administrator
11 (electronically or by mail). It shall be the objector's responsibility to ensure receipt of any objections by
12 the Court and Settlement Administrator.

13 b. Written objections must also contain: (1) the full name, address and telephone
14 number of the Settlement Class Member; (2) a written statement of all grounds for the objection
15 accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon
16 which the objection is based; (4) a list of all persons who will be called to testify in support of the objection
17 (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Final Approval
18 Hearing; (6) attestation of facts supporting the person's status as a Settlement Class Member or other
19 proof of membership in the Settlement Class; (7) a list of all objections filed by the objector and his or
20 her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class
21 Member and her or his counsel, if any.

22 c. No Settlement Class Member shall be heard at the Final Approval Hearing
23 (whether individually or through separate counsel) unless written notice of the Settlement Class Member's
24 intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have
25 been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of
26 service accompanied by a file-stamped copy of the submission shall be the exclusive means used to
27 determine whether an objection and/or notice of intention to appear has been timely filed and served. In
28 the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely

1 unless it is received by the Court within two (2) days of the Objection/Exclusion Deadline. Settlement
2 Class Members who fail to timely submit a written objection in the manner specified above shall be
3 deemed to have waived any objections and shall be foreclosed from making any objection (whether by
4 appeal or otherwise) to the Settlement.

5 d. Class Counsel may, at least seven (7) days (or such other number of days as the
6 Court shall specify) before the Final Approval Hearing, file any responses to any written objections
7 submitted to the Court by Settlement Class Members in accordance with this Agreement.

8 15. **Effect of Failure to Approve the Agreement.** In the event the Agreement is not approved
9 by the Court, then the following shall apply:

10 a. The Agreement and all orders and findings entered in connection with the
11 Agreement shall become null and void and have no further force and effect, and shall not be used or
12 referred to for any purposes whatsoever in the Action or in any other case or controversy, and that in such
13 an event, the Agreement and all negotiations and proceedings related thereto shall be deemed to be
14 without prejudice to the rights of any and all parties, who shall be restored to their respective legal
15 positions as of the date of the Agreement;

16 b. The conditional certification of the Settlement Class pursuant to this Order shall be
17 vacated automatically and void; no doctrine of waiver, estoppel or preclusion shall be asserted in any
18 litigated certification proceedings in the Action; and the Agreement and its existence shall be inadmissible
19 to establish any fact relevant to class certification or any alleged liability of Defendant for the matters
20 alleged in the Action or for any other purpose;

21 16. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or
22 concession on any point of fact or law by or against any Party.

23 17. **Stay/Bar of Other Proceedings.** All proceedings in this Action are stayed until further
24 order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final
25 determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class,
26 and persons purporting to act on their behalf, are enjoined from commencing or prosecuting (either
27 directly, representatively or in any other capacity) against any of the Discharged Parties any action,
28 arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims.

1 18. **Further Procedures.** Counsel for the Parties are hereby authorized to agree to utilize all
2 reasonable procedures in connection with the administration of the Settlement which are not materially
3 inconsistent with either this Order or the terms of the Settlement Agreement.

4 19. **No Residual Funds.** Pursuant to the Settlement, Credit Benefits shall be automatically
5 delivered to Settlement Class Members via email or account credit; and Cash Benefits that are claimed
6 but uncashed for 180 days shall be distributed to the State of California and held pursuant to the
7 Unclaimed Property Law, California Code of Civil Procedure § 1510 et seq. Accordingly, this disposition
8 results in no “unpaid residue” under California Civil Procedure Code § 384, as all Settlement Awards will
9 be paid out to Settlement Class Members.

10 20. **Final Approval Hearing/Fairness Hearing.** On 10/10/25 [month] ____ [day], 2025
11 at 9:30 a.m. [time], this Court will hold a Final Approval Hearing/Fairness Hearing to determine
12 whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate, and to
13 award any attorneys’ fees to Class Counsel and incentive awards to the Class Representative as may be
14 appropriate. Based on the date of this Order and the Final Approval Hearing, the following are certain
15 associated dates and deadlines in the Settlement:

<u>Item</u>	<u>Deadline</u>
Notice Deadline/Notice Date	21 days after Preliminary Approval
Plaintiff’s Motion for Attorneys’ Fees and Incentive Awards	14 days prior to the Objection/Exclusion Deadline (67 days after Preliminary Approval)
Objection/Exclusion Deadline	60 days after Notice Deadline (81 days after Preliminary Approval)
Claim Deadline	60 days after the Notice Deadline (81 days after Preliminary Approval)
Final Tally	14 days after Claim Deadline (95 days after Preliminary Approval)
Motion for Final Approval	28 days before Final Approval Hearing

	(Approx. 120 days after Preliminary Approval)
Plaintiff's and Defendant's Responses to Objections (if any)	7 days prior to date of Final Approval Hearing
Final Approval Hearing/Fairness Hearing	<u>October 10, 2015 @ 9:30 a.m.</u>
Effective Date	Date of Final Approval Order (assuming no objections)
Cash Settlement Fund Payment for Settlement Awards	21 days after Effective Date
Payment of Attorneys' Fees and Incentive Awards	21 days after Effective Date
Distribution of Settlement Awards	Credit Benefits: 21 days after Effective Date Cash Benefits: 14 days after receipt of funds by Settlement Administrator

IT IS SO ORDERED.

Dated: _____


 HON. GREGORY W. POLLACK
 JUDGE OF THE SUPERIOR COURT